

IN THE COUNCIL OF THE VILLAGE OF NEW CONCORD, OHIO

ORDINANCE NO. C-2-93-1

AN ORDINANCE ESTABLISHING SOLID WASTE DISPOSAL REGULATIONS FOR THE VILLAGE OF NEW CONCORD, OHIO REPEALING ORDINANCE NUMBERS C-1-91-1 AND C-12-92-1 AND DECLARING AN EMERGENCY.

WHEREAS, an ordinance establishing permits for garbage and refuse collection and disposal was adopted by Ordinance C-1-91-1 and amended by C-12-92-1, and

WHEREAS, the Village sought and received proposals and bids for solid waste collection and disposal with recycling and yard waste collection options, and

WHEREAS, the bids and proposals were competitive and it may be advantageous at this time to allow residents to contract with any company meeting the minimum qualifications established by the Village, and

WHEREAS, the immediate adoption of this ordinance is necessary to preserve the health, safety and welfare of Village residents.

NOW, THEREFORE, be it ordained by the Council of the Village of New Concord, Ohio that:

Section 1.

1.00 DEFINITIONS

- 1.01 Bags
- 1.02 Bulky Waste
- 1.03 Bundle
- 1.04 Commerical
- 1.05 Construction Debris
- 1.06 Container
- 1.07 Refuse Hauler
- 1.08 Dead Animals
- 1.09 Disposal Site
- 1.10 Garbage
- 1.11 Recyclable Materials
- 1.12 Marketing or Recyclable
- 1.13 Hazardous Waste
- 1.14 Producer
- 1.15 Refuse
- 1.16 Residential Refuse
- 1.17 Residential Unit
- 1.18 Rubbish
- 1.19 Stable Matter
- 1.20 Yard Waste

DEFINITIONS

- 1.01 **Bags** - Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and it's contents shall not exceed 35 lbs.
- 1.02 **Bulky Waste** - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.
- 1.03 **Bundle** - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package, not exceeding three feet in length or 35 lbs. in weight.
- 1.04 **Commercial** - All uses other than those defined as residential.
- 1.05 **Construction Debris** - Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.06 **Container** - A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 60 pounds.
- 1.07 **Refuse Hauler** - The person, corporation or partnership performing solid waste and disposal within the Village.
- 1.08 **Dead Animals** - Animals or portions thereof equal to or grater than 10 lbs in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.
- 1.09 **Disposal Site** - A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Refuse and Dead Animals for processing or final disposal.

- 1.10 Garbage - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.11 Recyclable Material (s) - Cardboard, newsprint, #1 and #2 plastic containers, glass containers, aluminum containers, bi-metal and steel containers.
- 1.12 Marketing of Recyclable - Shall mean the sale or reuse of materials collected as defined in Section 1.12 of this Ordinance. The Contractor may enter into an agreements with a commodity buyer for the sales of all Recyclable materials. Proceeds from the sale of materials shall remain with the Contractor.
- 1.13 Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, an any amount, which is regulated under Federal or State law. For purposes or this Contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 1.14 Producer - An occupant who generates Refuse.
- 1.15 Refuse - This term shall refer to Rubbish, Garbage, and Bulky Waste, generated by a producer.
- 1.16 Residential Refuse - All Garbage and Rubbish generated by a Producer at a Residential Unit.
- 1.17 Residential Unit - A dwelling within the corporate limits of the Village occupied by a person or group of persons who are responsible for contracting for their own refuse collection and disposal.

1.18 Rubbish - All waste wood, wood products, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

1.19 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.20 Yard Waste - All grass clippings, brush, twigs, limbs, leaves, dead plants and shrubs.

Section 2.

2.00 OPERATION

- 2.01 Hours of Operation
- 2.02 Routes of Collection
- 2.03 Complaints
- 2.04 Collection Equipment
- 2.05 Recycling Containers
- 2.06 Yard Waste Bags
- 2.07 Office
- 2.08 Hauling
- 2.09 Disposal
- 2.10 Marketing of Recyclables
- 2.11 Notification
- 2.12 Education and Promotion

3.00 COMPLIANCE WITH LAWS

4.00 NONDISCRIMINATION

5.00 INDEMNITY

6.00 LICENSES AND TAXES

7.00 TERM

8.00 INSURANCE

9.00 INDEMNIFICATION

10.00 BASIS AND METHOD OF PAYMENT

10.01 Rates

11.00 TRANSFERABILITY OF CONTRACT

2.00 OPERATION

2.01 Hours of Operation - Collection of Refuse shall not start before 6:00 a.m. or continue after 7:30 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Village and Refuse Hauler, or when Refuse Hauler reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

2.02 Routes of Collection - Collection routes and schedules shall be established by the Contractor. Contractor shall submit a schedule and a map designating the collection routes to the Village for their approval. The Contractor may from time to time propose to Village for approval changes in routes or days of collection.

2.03 Complaints - All complaints shall be made directly to the Refuse Hauler and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 48 hours after the complaint is received.

2.04 Collection Equipment - The Refuse Hauler shall provide an adequate number of well maintained vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times.

Each vehicle shall have clearly visible on each side other identity and telephone number of the Refuse Hauler.

2.05 Recycling Containers - The Refuse Hauler may provide to each Residential Unit reusable containers or collect recyclables in other designated bags or containers normally used for refuse collection. These containers shall be used for the sole purpose of holding recyclable materials for collection.

- 2.06 Yard Waste Bags - Yard waste may be placed in the specified bags as defined by the Refuse Hauler.
- 2.07 Office - The Contractor shall maintain an office or such other facilities through which it can be contacted.
- 2.08 Hauling - All Refuse hauled shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 2.09 Disposal - All Refuse collected for disposal shall be hauled to an EPA approved Disposal Site. The charge for disposal shall be included in the rate set forth in the Proposal for each Residential Unit serviced by the Refuse Hauler.
- 2.10 Marketing of Recyclables - The Refuse Hauler shall be responsible for marketing all recyclables collected. Disposing of Recyclables collected, within the Village, in a landfill shall be prohibited and may result in permanent revocation of all licenses.
- 2.11 Notification - The Refuse Hauler shall notify all Producers about complaint procedures, rates, regulations, and day(s) for scheduled Refuse collection.
- 2.12 Education and Promotion - The Refuse Hauler shall be responsible for all education and promotional activities related to the collection of solid waste, yard waste and recyclable at their own cost.

3.00 COMPLIANCE WITH LAWS

The Refuse Hauler shall conduct operations in compliance with all applicable laws; provided, however, that this Ordinance shall govern the obligations of the Contractor where there exists conflicting ordinances of the Village on the subject.

4.00 NONDISCRIMINATION

The Refuse Hauler shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

5.00 INDEMNITY

The Refuse Hauler will indemnify and save harmless the Village, its officers, agents, servants, and employees from and against any and all suite, actions, legal proceedings, claims, demands, damages, costs, expenses,

willful or negligent act or omission of the Contractor, its officers, agents, servants and employees.

6.00

LICENSES AND TAXES

No person, business or corporation shall engage in the practice of hauling or collection of solid waste, rubbish, refuse or garbage within the Village of New Concord, without first obtaining a license for said purpose from the Village. The permit shall be a commercial and/or residential refuse haulers permit. The fee for their permits shall be:

Commercial Refuse Hauler Permit - \$200
Residential Refuse Hauler Permit - \$200

The fee shall be per calendar year and shall not be prorated.

No residential Refuse Haulers permit shall be issued to any person, firm or corporation which does not offer optional curbside recycling to all of it's residential customers. Recycling shall include collection and marketing of all materials listed in Section 1.12. Any Refuse Hauler disposing materials collected as recyclables in a land fill shall have all licenses revoked and shall not be eligible to apply for a new license for a minimum period of one year.

7.00

TERM

The Permit shall be for the current calendar year beginning upon execution date and expiring on December 31st.

8.00

INSURANCE

The Refuse Hauler shall at all times maintain in full force and effect Employer's Liability, Workman's Compensation, Public and Personal Liability and Property Damage insurance. Before commencement of work hereunder the Contractor agrees to furnish the Village certificates of insurance or other evidence satisfactory to the Village to the effect that such insurance has been procured and is in force.

For the purpose of the permit, the Contractor shall carry the following types of insurance in a least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000

Bodily Injury Liability	\$ 500,000 @ occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$ 500,000 @ occurrence
Except Automobile	\$ 500,000 aggregate
Automobile Bodily Injury Liability	\$ 500,000 @ person
	\$1,000,000 @ occurrence
Automobile Property Damage Liability	\$ 500,000 @ occurrence

9.00 INDEMNIFICATION

All Refuse Haulers shall hold harmless and indemnify the Village, including attorney's fees, from ALL damages, compensatory as well as punitive, and fines that result from any suit, cause of action, complaint, allegation, charge, indictment or investigation, whether civil or criminal, over and/or involving the improper storage, and/or improper transportation of the commercial or residential solid waste and yard waste picked up from the Village.

10.00 BASIS AND METHOD OF PAYMENT

THE REFUSE HAULER SHALL BE RESPONSIBLE FOR BILLING AND COLLECTION OF FEES.

10.01 Rates - Refuse Haulers shall furnish the Village with a copy of their current rate schedule and shall inform the Village prior to any change in rates.

11.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the License shall be made in whole or in part by the Refuse Hauler.

PASSED: February 22, 1993

Alan J. Chyff
President of Council

APPROVED: February 22, 1993

[Signature]
Mayor

ATTEST:

Beryl L. Hammer
Clerk

I hereby certify that the above Ordinance No. C-2-93-1 was posted per Ordinance No. L-1-84-1 from February 25, 1993 to July 1, 1993.

Beryl L. Hammer, Clerk